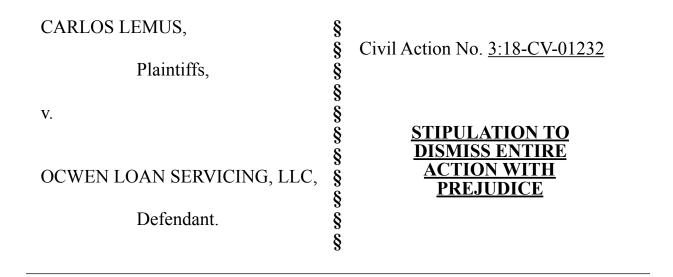
## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION



Plaintiff, CARLOS LEMUS ("Plaintiff") and Defendant, OCWEN LOAN SERVICING, LLC ("Defendant") (jointly the "Parties"), hereby move this Honorable Court to dismiss the above-entitled action with prejudice. In support of this joint motion, the Parties state as follows:

- 1. The Parties have reached a settlement in this action;
- 2. The Parties to this litigation have jointly entered into this Stipulation;
- 3. Defendant, without acknowledging liability or wrongdoing, and Plaintiff, without acknowledging liability or wrongdoing, have agreed to fully and completely settle this matter;
- 4. The Parties are to bear their own fees and costs;
- 5. The settlement between Plaintiff and Defendant is memorialized in a written settlement agreement, now fully executed by Plaintiff and the Defendant; and
- 6. The Parties agree that this Court may proceed to dismiss this action in its entirety with prejudice as to Plaintiff's individual claims, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

7. The Parties agree that this Court shall retain jurisdiction over this matter to enforce the settlement agreement.

WHEREFORE, the Parties jointly move this Court to dismiss the above-captioned action with prejudice.

Dated: October 23, 2018 HYDE & SWIGART

By: /s Anthony Chester

Anthony P. Chester (P77933)

HYDE & SWIGART

120 South 6th Street, Suite 2050

Minneapolis, MN 55402 Telephone: (952) 225-5333

Email: tony@westcoastlitigation.com

Dated: October 23, 2018 HUNTON ANDREWS KURTH LLP

By: <u>/s Aliza Malouf</u>

Aliza Malouf, Esq.

Hunton Andrews Kurth LLP 1445 Ross Avenue, Suite 3700

Dallas, TX 75202 Tel: 214.979.8229

## **CERTIFICATE OF SERVICE**

On October 23, 2018, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that all parties were served via electronic case filing, email, or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2) or the local rules.

By:/s/ Anthony P. Chester
Anthony P. Chester